

**Attachment
MRCA Item V(d)
October 6, 2004**



MOUNTAINS RECREATION & CONSERVATION AUTHORITY

Los Angeles River Center and Gardens

570 West Avenue Twenty-six, Suite 100

Los Angeles, California 90065

Phone (323) 221-9944 Fax (323) 221-9934

August 30, 2004

Mr. Joseph T. Edmiston, FAICP
Executive Director
Santa Monica Mountains Conservancy
5750 Ramirez Canyon
Malibu, California 90265

Grant Application - Proposition 40 Funds Interpretation of land, air and water resources

Dear Joe:

I am pleased to present the enclosed application for Proposition 40 grant funding for interpretation of land, air, and water resources at Upper Las Virgenes Canyon Open Space Preserve, Temescal Gateway Park, Franklin Canyon Park, Mentryville, and Towsley Canyon.

The MRCA requests a grant in the sum of \$278,212 from the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40), Article 5, Land, Air, and Water Conservation, Section 5096.650(b).

The requested grant would fund exhibits, displays, kiosks, brochures, docent interpretive programs, ranger interpretive programs, and written materials on land, air, and water resources. If you have any questions regarding this, please contact our project manager, Amy Lethbridge, at 310-858-7272, extension 105.

Sincerely,

Michael D. Berger
Chairperson

Attachments: Application

**SANTA MONICA MOUNTAINS CONSERVANCY
GRANT APPLICATION – PROPOSITION 40 FUNDS**

Project Name: Interpretation of land, air & water resources	Amount of Request: \$ \$278,212 Total Project Cost: \$		
Applicant Name: Mountains Recreation & Conservation Authority	Amount of Match: \$ Source of Match:		
Applicant Address: 570 West Avenue 26, Suite 100 Los Angeles, CA 90065	Project Address: Various		
	County	Senate District	Assembly District
	Los Angeles	various	various
Phone: 323-221-9944 Fax: 323-221-9934	Email: Amy.Lethbridge@mrca.ca.gov		
Grantee's Authorized Representative: <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Amy Lethbridge, Deputy Executive Officer <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <i>Name and Title</i> </div> <div style="width: 35%; text-align: right;"> 310-858-7272 xt105 <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <i>Phone</i> </div> </div>			
Person with day-to-day responsibility for project: <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Amy Lethbridge, Deputy Executive Officer <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <i>Name and Title</i> </div> <div style="width: 35%; text-align: right;"> 310-858-7272 xt105 <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <i>Phone</i> </div> </div>			
Project Description: <p>The term of this grant is from October 1, 2004 – December 30, 2005. For the purposes of this grant, interpretation includes any exhibits, displays, kiosks, brochures, docent interpretive programs, ranger interpretive programs, and written materials on land, air, and water resources.</p> <p>All programs will target regional audiences from our city's most impacted urban areas. The attached grant agreement spells out the specific scope of services that will be provided, including:</p> <ol style="list-style-type: none"> I. Interpretation of land, air, and water resources at Temescal Gateway Park, including written materials, docent interpretive programs, and ranger interpretive programs. These programs will directly relate to the Park's natural history and water resources. II. Interpretation of land, air, and water resources at Upper Las Virgenes Canyon Open Space Preserve. This program directly relates to the Park's rich natural resources. Programming will focus on interpretation of the site's endangered species, ecology, importance in the watershed, conservation, biodiversity, Mediterranean ecosystems, wildlife corridors, and fire ecology. III. Interpretation of land, air, and water resources at Mentryville. This program directly relates to the Park's unique geology and natural resources. Interpretation will focus on endangered species, ecology, watersheds, conservation, geology, biodiversity, Mediterranean ecosystems, wildlife corridors, and fire ecology. IV. Interpretation of land, air and water resources at Towsley Canyon. This program directly relates to the Park's rich natural resources. Interpretation will focus on endangered species, ecology, watersheds, conservation, geology, biodiversity, Mediterranean ecosystems, wildlife corridors, and fire ecology. 			

V. Interpretation of land, air, and water resources at Franklin Canyon Park. This program directly relates to the Park's water resources, including the Franklin Canyon Reservoir and the Heavenly Pond. Additionally, programs focus on natural resource conservation and the dynamics of urban/wildland interfaces		
Tasks / Milestones: 1 Public Interpretive Programs 2 Interpretive Park Brochures	Budget: \$37,825 \$ 7,710	Completion Date Quarterly Quarterly
Acquisition Projects: APN(s): Acreage:		
I certify that the information contained in this Grant Application form, including required attachments, is accurate.		
_____ <i>Signature of Authorized Representative</i>		_____ <i>Date</i>
STATE OF CALIFORNIA ♦ THE RESOURCES AGENCY		

AGREEMENT SUMMARY

STD 215 (Rev. 4/2002)

☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

AGREEMENT NUMBER

SMM-04XX

AMENDMENT NUMBER

1. CONTRACTOR'S NAME

Mountains Recreation and Conservation Authority -Interpretation

2. FEDERAL I.D. NUMBER

77-0112367

3. AGENCY TRANSMITTING AGREEMENT

Santa Monica Mountains Conservancy

4. DIVISION, BUREAU, OR OTHER UNIT

5. AGENCY BILLING CODE

10507

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Rorie A. Skei, Chief Deputy Director

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ NO☐ YES (If YES, enter prior contractor

name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Interpretation of land, air, and water resources directly relating to parks under the Conservancy's jurisdiction

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Mountains Recreation and Conservation Authority will provide the Santa Monica Mountains Conservancy with interpretation of land, air, and water resources at Upper Las Virgenes Canyon Open Space Preserve, Temescal Gateway Park, Franklin Canyon Park, Mentryville, and Towsley Canyon. For the purposes of this grant, interpretation includes any exhibits, displays, kiosks, brochures, docent interpretive programs, ranger interpretive programs, and written materials on land, air, and water resources.

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE☐ QUARTERLY☐ ONE -TIME PAYMENT☐ PROGRESS PAYMENT☐ ITEMIZED INVOICE☐ WITHHOLD _____ %☐ ADVANCED PAYMENT NOT TO EXCEED☒ REIMBURSEMENT/REVENUE

\$ _____ or _____ %

☐ OTHER (Explain) _____

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Resources Bond	3810-301-6029	04-05	208	2004	\$278,212

OBJECT CODE

AGREEMENT TOTAL

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 278,212

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE



278,212

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	10/1/04	12/30/05	278,212	Exempt
Amendment No. 1				
Amendment No. 2			\$	
Amendment No. 3			\$	
		TOTAL	278,212	

(Continue)

13. BIDDING METHOD USED:

☐ REQUEST FOR PROPOSAL (RFP)
(Attach justification if secondary method is used)

☐ INVITATION FOR BID (IFB)

☐ USE OF MASTER SERVICE AGREEMENT

☐ SOLE SOURCE CONTRACT
(Attach STD. 821)

☐ EXEMPT FROM BIDDING
(Give authority for exempt status)

☒ OTHER *(Explain)* **N/A-Local Assistance Grant**

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A – Local Assistance Grant

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A – Local Assistance Grant

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A – Local Assistance Grant

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
Justification:
N/A – Local Assistance Grant

☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

<div>18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?</div> <div><input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A</div>	<div>19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?</div> <div><input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A</div>	<div>20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?</div> <div><input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NONE ON FILE <input checked="" type="checkbox"/> N/A</div>
<div>21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?</div> <div><div>A. CONTRACTOR CERTIFICATION CLAUSES</div><div><input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A</div><div>B. STD. 204, VENDOR DATA RECORD</div><div><input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A</div></div>	<div>22. REQUIRED RESOLUTIONS ARE ATTACHED</div> <div><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A</div>	

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

☒ NO *(Explain below)*

☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.

☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

N/A – Local Assistance Grant

<div>24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?</div> <div><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>(Indicate Industry Group)</i> _____</div>	<div>SMALL BUSINESS REFERENCE NUMBER</div>
<div>25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? <i>(If YES, provide justification)</i></div> <div><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES</div>	

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE	DATE SIGNED
	

AGREEMENT NUMBER

SMM-04XX

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Santa Monica Mountains Conservancy

CONTRACTOR'S NAME

Mountains Recreation and Conservation Authority (Interp)

2. The term of this Agreement is: October 1, 2004 through December 30, 2005

3. The maximum amount of this Agreement is: \$ 278,212

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 4 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C* – General Terms and Conditions 3

Check mark one item below as Exhibit D:

☐
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

0 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

0 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mountains Recreation and Conservation Authority

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael Berger, Chair

ADDRESS

570 West Avenue 26, Los Angeles CA 90065

STATE OF CALIFORNIA

AGENCY NAME

Santa Monica Mountains Conservancy

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jerome C. Daniel, Chairman

ADDRESS

5750 Ramirez Canyon, Malibu, CA 90265

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Santa Monica Mountains Conservancy (SMMC) as described herein:
 - Mountains Recreation and Conservation Authority will provide the Santa Monica Mountains Conservancy with interpretation of land, air, and water resources at Upper Las Virgenes Canyon Open Space Preserve, Temescal Gateway Park, Franklin Canyon Park, Mentryville, and Towsley Canyon. For the purposes of this grant, interpretation includes any exhibits, displays, kiosks, brochures, docent interpretive programs, ranger interpretive programs, and written materials on land, air, and water resources.
2. The services shall be performed at Upper Las Virgenes Canyon Open Space Preserve, Temescal Gateway Park, Franklin Canyon Park, Mentryville, and Towsley Canyon.
3. The services shall be provided during normal business hours and/or appropriate program operation hours.
4. The project representatives during the term of this agreement will be:

State Agency: Santa Monica Mountains Conservancy	Contractor: Mountains Recreation and Conservation Authority
Name: Rorie Skei	Name: Amy Lethbridge
Phone: 310-589-3200 xt 112	Phone: 310-858-7272
Fax: 310-589- 3207	Fax: 310-858-7212

Direct all inquiries to:

State Agency: Santa Monica Mountains Conservancy	Contractor: Mountains Recreation and Conservation Authority
Section/Unit:	Section/Unit:
Attention: Grants Manager	Attention: Amy Lethbridge
Address: 570 West Avenue, Suite 100	Address: 570 West Avenue 26, Suite 100

EXHIBIT A
(Standard Agreement)

Los Angeles, Ca 90065	Los Angeles, CA 90065
Phone: 323-221-8900 ext. 145	Phone: 310-858-7272 xt 105
Fax: 323-221-9001	Fax: 310-858-7212

5. Detailed description of work to be performed and duties of all parties. Address the following issues as applicable:

Specifications, requirements

- This grant will fund the Mountains Recreation and Conservation Authority for a specific scope of work to provide interpretation of land, air, and water resources at Upper Las Virgenes Canyon Open Space Preserve, Temescal Gateway Park, Franklin Canyon Park, Mentryville, and Towsley Canyon.
- For the purposes of this grant, interpretation includes any exhibits, displays, kiosks, brochures, docent interpretive programs, ranger interpretive programs, and written materials on land, air, and water resources directly relating to a Conservancy project or parkland.
- Recruitment, training and management of volunteers to provide docent interpretive programs at the parks. All programs will target regional audiences from the most impacted urban areas.

Personnel, staffing

Deputy Executive Officer, Interpretation @2050 hours
Interpretative Project Specialist @900hours
1 Senior Naturalist @ 1040 hours
3 Naturalists @ 300 hours each
Graphic artist @900 hours

Results, deliverables

- Interpretation of land, air, and water resources at Temescal Gateway Park, including written materials, docent interpretive programs, and ranger interpretive programs. These programs will directly relate to the Park's natural history and water resources.
- Interpretation of land, air, and water resources at Upper Las Virgenes Canyon Open Space Preserve. This program directly relates to the Park's rich natural resources and

EXHIBIT A
(Standard Agreement)

history. Programming will focus on interpretation of the site's endangered species, ecology, importance in the watershed, conservation, biodiversity, Mediterranean ecosystems, wildlife corridors, and fire ecology.

- Interpretation of land, air, and water resources at Mentryville. This program directly relates to the Park's unique natural history, with emphasis on its geological resources.
- Interpretation of land, air and water resources at Towsley Canyon. This program directly relates to the Park's rich natural resources and history. Interpretation will focus on endangered species, ecology, watersheds, conservation, geology and oil exploration, biodiversity, Mediterranean ecosystems, wildlife corridors, and fire ecology.
- Interpretation of land, air, and water resources at Franklin Canyon Park. This program directly relates to the Park's water resources, including the Franklin Canyon Reservoir and the Heavenly Pond. Additionally, programs focus on natural resource conservation and the dynamics of urban/wildland interfaces.

Timelines, progress reports

- This entire scope of work will be completed by eighteen months from the contract starting date to a degree that is acceptable to the Santa Monica Mountains Conservancy. Mountains Recreation and Conservation Authority shall provide the Santa Monica Mountains Conservancy with detailed quarterly updates that will include: grant milestones, grant compliance, amount of donations and in-kind services, percentage of work completed as of the date of the quarterly report (the number of programs delivered, attendance rates, and survey and evaluation responses), and any current issues that affect project compliance with the grant's work program and funding.

Evaluation, acceptance

- Evaluation of the effectiveness of the contractor will be based upon quarterly progress reports, regular updates, and both formal and non-formal evaluations. Mountains Recreation and Conservation Authority will consistently deliver services that are consistent with the high standards of the Santa Monica Mountains Conservancy.

EXHIBIT A
(Standard Agreement)

PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly to:

The Santa Monica Mountains Conservancy
MRCA-INTERPREATION SMM
570 W. Avenue 26
Suite 100
Los Angeles, CA 90065

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Total Grant Request **\$278,212**

General Provisions

Definitions

1. The term “Act” as used herein means the Resources Bond of 2002
2. The term “CEQA” as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq; Title 14, California Code of Regulations Section 15000 et. seq.
3. The term “Contract” as used herein means an agreement between the State and Grantee specifying the payment of Grant Money by the State for the performance of Project goals within the Project Performance Period by the Grantee.
4. The term “Grantee” as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term “Grant Money” as used herein means funds derived from the sale of bonds authorized by the Act.
6. The term “Project” as used herein means the project described in Section B of this Contract.
7. The term “Project Performance Period” as used herein means the period of time that the Grant Moneys are available, and the time in which the Project must be complete, billed and paid as described in Section C of this Contract.
8. The term “State” as used herein means the Santa Monica Mountains Conservancy.

B. Project Description

The Grantee shall be responsible for interpretation of land, air, and water resources at Upper Las Virgenes Canyon Open Space Preserve, Temescal Gateway Park, Franklin Canyon Park, Mentryville, and Towsley Canyon in accordance with the attached resolution authorizing such action dated September 27, 2004.

C. Project Period

The project period shall be from date of October 1, 2004 to December 30, 2005, unless such time period is extended by the State.

D. Project Execution

1. Subject to the availability of Grant Money in the Act, the State hereby grants to the Grantee a sum of money (Grant Money) not to exceed the amount stated on page 1 of this contract in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Description of Project and under the terms and conditions set forth in this Contract.

Unless otherwise determined by the State, Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the Executive Director of State for approval.

2. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Contract.
3. Grantee shall comply as lead agency with a California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.)
4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like.
5. Grantee agrees to permit periodic site visits by the State to determine if development work is in accordance with the approved Project Description including a final inspection upon Project completion.
6. Grantee agrees to submit any significant deviation from the original Project Description to the Executive Director of State for prior approval.

7. **If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.**
8. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Money except where that access may interfere with habitat protection.
9. Grantee agrees to comply with prevailing wage requirements. On January 1, 2004, additional prevailing wage requirements were added by the implementation of Senate Bill No. 966 (2003/2004 Reg. Session). The Department of Industrial Relations, Division of Standards Enforcement is the appropriate agency to contact for additional information on whether a project is a public works and whether prevailing wage is required, <http://www.dir.ca.gov>.

E. Project Costs

The Grant Money to be provided Grantee under this Contract may be disbursed as follows:

1. For acquisition Projects: Acquisition of real property shall be from a willing seller of a fee interest or any other interest. The State may disburse to Grantee the amount of the purchase price together with cost allocation or overhead and incident acquisition costs.
2. For development Projects: The State may disburse to Grantee the Grant Money on proof of award of a construction contract or commencement of construction by force account including cost allocation and project administration costs, up to one hundred percent of the total Grant, or the actual cost, whichever is less.

F. Project Administration

1. Grantee agrees to promptly submit such reports as the State may request. Grantee shall provide State a report showing total final Project expenditures.

2. Grantee agrees that property and facilities acquired or developed pursuant to this Contract shall be available for inspection upon request by the State.
3. Grantee agrees to use any moneys advanced by the State under the terms of this Contract solely for the Project herein described. Any temporary borrowing of such money for cash flow purposes by Grantee shall be approved by Executive Director of State only upon such assurances that the funds will be promptly repaid as the Executive Director may require.
4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used to complete the Project, as approved by the State. **Any overpayment of Grant Funds in excess of final project costs shall either be returned to the State or reallocated to another Project upon approval by the State within 60 days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.**
5. Grantee agrees that income earned by the Grantee from use of the Project shall be used to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

G. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with material terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. **Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the Executive Director of State such**

failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Moneys disbursed under this Contract by the State would be inadequate compensation to the State for any material breach by the Grantee of this Contract. **The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract.**
5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract and is a useable facility.

H. Hold Harmless

1. Grantee agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Grantee agrees to indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents or employees.

3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Grantee agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

I. Financial Records

1. The State may audit the Project. If so, the Grantee will be notified at least 30 days in advance. The audit may occur up to three years after the final payment of Grant Money.
1. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for **three years following** Project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Grantee agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

2. Grantee agrees to use a generally accepted accounting system.

J. Use of Facilities

1. **Grantee agrees that the Grantee shall use the property acquired or developed with Grant Money under this Contract only for the purpose for which the State Grant Moneys were requested and no other use of the property shall be permitted except by specific act of the Legislature.**
2. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property, except as consistent with the Act and authorized by the State. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by the Act, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State, unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State, unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction.
3. Grantee agrees to maintain and operate the property acquired, developed, rehabilitated or restored with Grant Money for a period that is commensurate with the type of project and the proportion of State funds and local matching funds or property allocated to the capital costs of the project.

K. Nondiscrimination

SMM-04XX

Mountains Recreation and Conservation Authority - Interpretation

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of resident and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Contract.

L. Application Incorporation

The Application and any subsequent change or addition approved in writing by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

M. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this provisions of this Contract are severable.

N. Budget Detail and Payment Provisions

Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
2. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

SMM-04XX

Mountains Recreation and Conservation Authority - Interpretation

Santa Monica Mountains Conservancy
c/o Governmental Programs Officer
570 W. Ave. 26, Ste. 100
Los Angeles, CA 90065

O. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.